FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**LON/00AG/LSC/2015/0368**
Property	:	**Dinerman Court, 38-42 (Evens) Boundary Road, London NW8 0HQ.**
Applicants	:	**Dinerman Court Limited**
Representative	:	**JPC Law**
Respondents	:	**Leaseholders listed below**
Type of application	:	**Liability to pay and reasonableness of future service charges.** Section 27A (3) of the Landlord and Tenant Act 1985 Act
Tribunal members	:	**V.T.Barran (Judge)** **S.Mason BSc FRICS FCIArb**
Venue	:	**10 Alfred Place, London WC1E 7LR**
Date	:	**9 December 2015**

Respondents - leaseholders

Mr Garry Andrew Hitchin – Flat 1
SPS Investments Ltd – Flat 2
Sima Shahraki – Flat 3
Miss Alka Ashabhai Patel – Flat 4
Mr Manoj Salian – Flat 5
Mrs Jeanette Leyton – Flat 6
Ruth Johnson – Flat 7
David E Williams – Flat 8
Michael Cohen – Flat 9
Mrs Kin Mei Tsang – Flat 10
SPS Investments Limited – Flat 11
Tim Gashi – Flat 12
Mr David A Hammersley – Flat 13

Imran & Fariyal Pirani – Flat 14
Mr L Laamann and Ms Y Estaphan – Flat 15
Mr Anthony Connor – Flat 16
Mr Abdul Samad & Mrs Adeela Samad – Flat 17
Kazim Hasnain & Almas Haider – Flat 18
Mr Dipak Sapat – Flat 19
Mohamed & Nisha El Sherbini – Flat 20
Messrs M & R Wisnom & Mrs I T Wisnom – Flat 21
Mr Dermot Carroll – Flat 22
Rahul Bhattacharya – Flat 23
Narinda Sharma & Natasha Sharma – Flat 24
Dr Tamara Anwar Joseph – Flat 25
Mr Mitchell Griver and Ms Joanna Jacques – Flat 26
Waddington Enterprises Corporation – Flat 27
Manara UK Ltd – Flat 28
Ms Rochelle Gillian Nathan – Flat 29
Norman Allan Lobel – Flat 30
Mohammad Rastegar – Flat 31
Miss Laleh Goharvar – Flat 32
Ms Diane Millward – Flat 33
Miss Margaret Spencer – Flat 34
Peter Jonathan Woodley – Flat 35
Deyar Inc – Flat 36
Fouad Mussali – Flat 37
Christine M Parks – Flat 38
The Late Raymond Combs & Mrs Julia Combs – Flat 39
Ms Poorvi Patel – Flat 40
M Barron – Flat 41
Mr J Degen – Flat 42
Mr Searle Kochberg – Flat 43
Dr Amnon Elian & Dr Yoram Elian – Flat 44
Mr Thong Tinh Nguyen – Flat 45
Mrs Joan Barrett-Smith – Flat 46
Mr Emadul Islam – Flat 47
Mr Ka Fai Tsang – Flat 48
Mr Walter Yuen – Flat 49
Ms P Hudson-Evans – Flat 50
Mr Anthony J Morley & Ms Paik Kit Soong – Flat 51
Ms Benny Lo – Flat 52
Miss Vanessa Swann – Flat 53
Mr Frank Harvey Lawton – Flat 54
M S A, M, T and J Taha – Flat 55
Mr Abdollah Abbassi – Flat 56
Mr Argemiro Rodriguez – Flat 57
Marcelle Boulter – Flat 58
Mr K Y Tsang and Mr K S Tsang – Flat 59
Yan Yang & Xiaolei Ouyang – Flat 60

DECISION

Summary of Decision

A. We determine that service charges would be payable by the respondents if reasonable costs are incurred by the applicant for twenty four of the twenty eight items proposed in the Ten Year maintenance Plan prepared by Smith Baxter.

B. We determine that service charges would not be payable for costs of four of items as currently stated, namely

(a) Provision of Drip to walkway soffits
(b) Provision of resin based non slip coating to staircases (although costs of repairs to damaged quarry tiles would be payable).
(c) Terracotta tile cladding
(d) New stainless steel balustrades to balconies.

C. Details of and reasons for our decisions are set out below.

Introduction

1. The applicant wishes to carry out a ten year planned maintenance schedule. The budget costs for the proposed works over the ten years are estimated as £556,500.00 with inflation uplift, professional fees and VAT to be added.

2. Dinerman Court Ltd, landlord and freeholder of the property known as 38-42 (Even) Boundary Road, London NW8 0HQ, applied to this Tribunal for a determination of liability to pay and reasonableness of service charges for four items in the current year 2015, and for the future years up until 2024.

3. The Tribunal issued directions on 28 August 2015 and a hearing took place on 30 November 2015. The applicant was represented by Ms Yashmin Mistry of JPC Law, solicitors, with assistance from the managing agent, Mr Clive Winton of Crabtree, Property Management, and from Mr Peter Smith, MRICS MCIOB of Smith Baxter, Chartered Building Surveyors who prepared the ten year plan and report.

4. All leaseholders are shareholders in the Applicant Company and two directors, Mr Tony Connor and Mr Patrick Couderc and three other leaseholders, Ms Maxine Barron, Mr Joel Degen and Mr Fouad Mossalli also attended.

5. The Tribunal had received a well prepared bundle of documents. This included freehold title and plan, a sample lease, the proposed ten year maintenance plan based on a report from Smith Baxter Chartered Building Surveyors/Construction consultants dated March 2015. We did not see the Board 'wish list' appended to the report. The bundle also contained objections from six leaseholders namely Mr Joel Degen (Flat 42), A J Morley and P K

Soong (Flat 51), Vanessa Swann (Flat 53), Maxine Barron (Flat 41), Jeannette Leyton (Flat 6) and M B Spencer (Flat 34).

6. We also had a helpful schedule with a summary of objections and the landlord's comments prepared in accordance with the Tribunal's directions. We thank the parties for their efficient preparation and particularly those attending for their assistance and courtesy at the hearing.

7. At the start of the hearing the case officer handed us an email from Mr B Elmuhhtadi of Manara UK Ltd and Deyar Inc, leaseholders of flats 28 and 36. We declined to accept this late submission as it had not been copied to all the other parties and in any event appeared to be of a general nature objecting to an increase in service charges.

The property

8. Dinerman Court is described in the application as a purpose built residential building comprising 59 flats over 7 storeys. These flats held on long leases. There is an additional flat held within the freehold title for the accommodation of the onsite caretaker.

9. Mr Degan, one of the first occupants, described Dinerman Court then as a "housing society" block of flats called "Russell Co–Ownership No. (5) Housing Society". It provided a unique not – for profit form for social ownership aimed at those .... with no capital .... it was designed by the respected architectural practice of Dinerman, Davison and Helman. Mr Degan continued that "the practice produced an honest, unpretentious yet elegant building... and Dinerman Court is a fine example of British expression of that (modernist) architectural movement."

The law

10. The Tribunal is asked to make a determination on the liability to pay and the reasonableness of future service charges. Section 27A (3) of the Landlord and Tenant Act 1985 Act (the Act) is of particular importance here and is highlighted below. However sections 18 and 19 are also of relevance and as discussed at the hearing section 20 (consultation) will become of relevance in the future.

> *Section 18(1) of the Landlord and Tenant Act 1985 Act provides that, for the purposes of the relevant parts of the Act, "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent –*
> *(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and*
> *(b) the whole or part of which varies or may vary according to the relevant costs.*

Section 19(1) of the Act provides that relevant costs shall be taken into account in determining the amount of a service charge payable for a period –

(a) only to the extent that they are reasonably incurred, and
(b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

Section 19(2) of the Act provides that, where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 27A(3) provides that an application may be made to a tribunal for a determination whether, ***if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to –***
(a) the person by whom it would be payable,
(b) the person to whom it would be payable,
(c) the amount which would be payable,
(d) the date at or by which it would be payable, and
(e) the manner in which it would be payable.

The issues

11. We repeat the wording of the Directions: "The Tribunal is required to make a determination under section 27A (3) of the Act as to whether service charges would be payable in respect of the following:-

(a) **Installation of a brand new audio/visual intercom system** – is Clause 8 of Part II of the Seventh Schedule to the lease sufficiently widely drawn to include the installation and maintenance costs of the system. Is the cost of the system reasonable under S.19 of the LTA 1985? (Now an *audio* system).

(b) Proposed installation of guard railing to the roof of the building – is Clause 6 of Part II of the Seventh Schedule sufficiently widely drawn to include the works, and if so is the proposed cost reasonable.

(c)Replacement of balcony balustrading – is the responsibility for maintenance/repair/replacement of the balustrading within the landlord's responsibility and if so, does

Clause 2 of the Sixth Schedule enable the landlord to recover the cost of any remedial works through the service charge. Finally would the costs be reasonable.

(d)Replacement vinyl overlays: Is Clause 2 of the Sixth Schedule sufficiently widely drawn to include the application of coloured vinyl overlays to the various under window panels and the cost to be recovered through service charge. If so would the costs proposed be reasonable.

(ii) In addition, the applicants also seek a determination with respect to a ten-year planned maintenance plan. It is anticipated that the plan which is intended to address various repair and replacement matters and reduce repeat costs over the period. It is anticipated that the works under the PMS would total in the region of £820,000.

(iii) The tribunal is being asked to confirm whether the costs set out in the plan attached to the application would be reasonable under S.19 of the LTA 1985."

12. As explained at the hearing this Tribunal does not have jurisdiction to determine any matters of company law, such as election of Directors calling of meetings etc. However on occasion we did place weight on the evidence in minutes of recent AGMs provided in the bundles, as mentioned below.

Do Clauses in the lease enable the landlord to recover the cost of four items (see above) proposed works through the service charge?

13. At the hearing Ms Mistry took us through the sub clauses in the lease on which the landlord relied:

Clause 2 of the Sixth Schedule, Clauses 6 and 8 of Part II of the Seventh Schedule as stated above.

Also clause 5 of the Sixth Schedule in support of her contention that the landlord could recover the costs of future maintenance of any entry phone system.

Clause 8 to the Third Schedule to support her contention that the landlord could charge for the replacement vinyl overlays under this 'decorating' covenant.

14. Mr Degen and Ms Barron accepted that the lease does allow *in principle* for the costs of above four items to be service charge costs. We checked the written submissions from the objectors not present at the hearing and found no submissions that the lease does not permit recovery. This issue therefore was *not* in dispute and we do not need to make findings on the construction of the lease.

Would the costs set out in the Ten Year plan be reasonable?

15. Mr Degen and Ms Barron and others did not accept that all of these items (and some others on the ten year plan) were costs that would be reasonably incurred or that would be reasonable in cost or standard. We concentrated on a more comprehensive review of the four items specified in the application which the landlord wished to carry out in 2015 (see above) and we also identified and discussed, with those present, which other items were in dispute in the ten year plan for future maintenance. Following the numbering of the plan we show **the items in dispute in bold:**

1. Overhaul & Repair of Flat Roof coverings
2. Replacement of flat roof Coverings
3. Rodding and flushing through rainwater goods
4. **Provision of drip to walkway soffits**
5. **Provide new free standing guard rails on roof**
6. **Provide resin based non slip coating to staircases**
7. Overhaul front and rear stair towers
8. **Terra cotta tile cladding**
9. Cleaning of brickwork
10. Repointing of brickwork
11. Scaffold Access
12. **Provide vinyl overlays to under window panels**
13. Painting and decorating
14. **New stainless steel balustrades to balconies**
15. **Walkway areas –application of non-slip coating**
16. Overhaul mastic pointing to perimeter of door and window frames
17. Cyclical repair/maintenance of boundary walls /fences
18. Repairs to courtyards and footpaths
19. Car park surfaces – not in present plan
20. Upgrade electrics to externals
21. New lighting to walkways and externals
22. Lift cars – minor repairs
23. Water supply to apartments - not in present plan
24. CCTV survey of drainage
25. External gullies manholes and drainage – overhaul
26. CCTV coverage to entrances - not in present plan
27. **New entry phone system to building**
28. Media systems - not in present plan

The items *not* in bold are accepted by the respondents as ones if costs were incurred, a service charge would be payable, provided the costs were reasonable. This is subject to other provisos such as statutory consultation which we explain below.

16. We did not consider it was necessary to inspect. We had good descriptions of the block and the proposed items, some photos and assistance from those attending including the two professionals.

Provision of drip to walkway soffits – planned in phase 2 & 3 budget estimate £20,000.00 spread over two years, life cycle 35 years.

17. We saw photos and heard evidence that water runs from the race of the ring beams onto the walkway below and causes pooling. This was probably an original design fault. The landlord considered the use of a drip to be a potential solution to the problem and whilst not essential, was desirable in terms of the overall maintenance plan. The plan would be to do this work alongside external works.

18. Mr Degen and Ms Barron considered that only a very small proportion of the water comes from the face as the walkways are open, so this was unnecessary work. Mr Morley and Ms Soong agreed with this and added the detail would be unsightly and discolour in time.

19. There is no evidence that this problem affects the structure or is serious and we question whether works estimated to cost £20,000 would be a reasonable expenditure set against the benefit.

20. We therefore determine that these costs are not likely to be reasonable and therefore not payable as service charges.

Provide new free standing guard rails on roof planned in phase 2 budget estimate £55,000.00, life cycle 35 years.

21. Mr Smith and Mr Winton stated this to be a health and safety requirement. From the plan we noted the considerable distance a contractor or caretaker would have to walk across the roof to the lift motor room. The parapet in parts is little more than 150mm. Mr Couderc pointed out the landlord has a duty of care here.

22. Mr Morley and Soong suggested a "man safe" alternative to meet safety regulations. Mr Smith had mentioned this in his Report, but recommended the free standing guard rails. Mr Degen and Ms Barron did not voice strong objections but had concerns about the cost. Ms Swann took a similar stance.

23. We find that this is a health and safety requirement and determine that if costs were incurred, a service charge would be payable for the reasonable costs. As Mr Winton agreed it will be necessary for the landlord to consult leaseholders and obtain competitive tenders for this work and it may be then that a discussion can take place on the methodology of the solution

Provide resin based non slip coating to staircases planned in phase 3 budget estimate £12,500, life cycle 15 years.

24. Two items are included here. The *first* is the replacement/repair of damaged tiles, and this was welcomed by Mr Degen and Ms Swann. We therefore determine that if costs were incurred for these repairs, service

charges would be payable, providing the costs were reasonable and the works carried out to a reasonable standard.

25. *Secondly* the Smith Baxter report details staircases with quarry tiles finish and walkways surfaces with mastic asphalt and suggests consideration be given to a resin coating.

26. Mr Degen did not consider that coating was required to protect tiles and agreed with Ms Swann that the waxing carried out by the caretaker was sufficient to maintain their appearance. He said a previous trial had not proved successful.

27. We were persuaded by this argument, supported by the report from Mr Smith. He recorded that although the coating could be provided in variety of colours and textures which might be by use of contrasting colours to meet DDA requirements, this was a non- essential requirement and could be part of decorations. There is no evidence of serious disrepair in the report.

28. We therefore determine that the cost of resin coating is not likely to be reasonable and therefore not payable via the service charges.

Terracotta tile cladding to front elevation in area of former drying rooms planned in phase 1, budget estimate £10,000.00, life cycle 35 years.

29. Mr Smith suggested this in the report 'to give the building a more contemporary feel'. Mr Connor told us bikes and garden tools were currently stored in these communal areas (one per floor) and that it would be useful for residents to have waterproof storage.

30. The objections from leaseholders included that the character of the architecture would be spoilt and that a high pressure hose could clean them

31. We found no evidence of disrepair and indeed the Report states there is no immediate requirement for structural repairs and that in broad terms the condition of the external envelope is satisfactory.

32. We therefore determine that the costs of Terracotta tile cladding are not likely to be reasonable and therefore not payable as service charges.

Provide vinyl overlays to under window panels planned to spread over 3 years - phase 1, 2 & 3 budget estimate £8,500, life cycle 20 years.

33. The report on this item includes an allowance for brickwork repairs during redecoration.

34. Mr Degen was baffled by this item although he did point out that the mastic seals need attention. Ms Swann wrote that the reason was to provide a more pleasing colour as recorded in the 2014 company AGM minutes.

35. We noted from those minutes that this idea was well received. We were shown photos and concluded from the evidence that the panels cannot be easily repainted and there is loss of colour and slight variation of shade so that it is reasonable to redecorate using these panels. We found this to be a reasonable and low maintenance redecoration solution.

36. We therefore determine that if costs were incurred for vinyl overlays to under window panels and attendant brickwork repairs and mastic resealing work, a service charge would be payable for the reasonable costs.

New stainless steel balustrades to balconies planned in phase 1, budget estimate £18,000.00, life cycle 35 years.

37. Only 12 of the 60 flats have balconies and this was one of the most contentious issues. At present they have plain painted metal balustrades, described in the Report as "in satisfactory condition, however it has been suggested that as part of an aesthetic face lift these be replaced with a more contemporary style of balustrade utilising stainless steel and glass".

38. At the hearing Ms Mistry added that in the longer term these proposed balustrades would need little or no redecoration. Scaffolding costs would be saved.

39. There was also discussion of powder coated metal balustrades made to a factory finish in place of the existing ones. No estimate had been put forward for this alternative solution.

40. Objections focussed on the lack of disrepair or safety issue, the detriment to the architectural status of the building, the fact that only 12 flats benefit, yet all pay.

41. We are not persuaded that these proposals are needed as there is no evidence of disrepair. Neither are we persuaded by the argument that at present savings on scaffolding would justify such a radical change because we were told that at least 50% of the windows are the original ones and they need to be accessed by scaffolding. In future this balance may change and if a case could then be made that little or no external decorations would be needed then there could be substantial savings.

42. We therefore determine that the costs of new stainless steel and glass balustrades to balconies_are not likely to be reasonable and therefore not payable as service charge costs.

Walkway areas –application of non-slip coating planned to be spread over 3 years - phase 2 & 3 - budget estimate £50,000.00 - life cycle 20 years.

43. Smith Baxter reported that the walkways are concrete slabs overlaid with rock asphalt. They describe them as sound but with elements of undulation across their surface. They recommend a thin build up system to eliminate the hollows and then overlaying the whole asphalt with a liquid membrane incorporating non slip surfacing.

44. The landlord's comments to the schedule state that pools of water build up in heavy rain especially on the top floor. They also state that Smith Baxter have highlighted this as a health and safety issue.

45. At the hearing Mr Smith told us that there was 4 – 5 mm of shallow ponding. Mr Couderc had concerns that at Fifth floor level water might reach the lift shaft and on another floor ponding was next to a front door. He considered the problem hazardous.

46. Ms Swann described the proposal as overkill. Mr Degen echoed this but referred to an expensive *bituminous* layer. He described the undulations as minor, and considered the landlord should identify making good the many small blemishes.

47. The solution proposed is described by opponents as expensive at £50,000.00 and it may be that a more thorough survey identifying the undulations could lead to a reduction in these costs.

48. We found this to be a reasonable and low maintenance solution and we determine that if costs were incurred for this work, a service charge would be payable for the reasonable costs.

New entry phone system to Building planned phase 1, budget estimate £20,000.00, life cycle 15 years.

49. Clause 8 of Part II of the Seventh Schedule to the lease allows for the cost of purchasing ....any equipment used *for the benefit of the residents of the Estate* to be a recoverable service charge (our italics).

50. We have objections from four leaseholders. Ms Swann considered that this was an unnecessary item and not in the interests of all residents and not a deterrent to intruders. She referred to legal advice against this and gates but that was not before us. Ms Leyton had adopted all Ms Swann's representations.

51. Mr Degen amplified his written submission that the estate has three wings and several points of easy entry including the two car park gates and the low wooden fence. The existing CCTV was enough. He had questioned audio/visual ".... audio should suffice thus reducing purchase and maintenance costs." The landlord has now dropped the audio/visual proposal in favour of the simpler and cheaper audio system.

53. At the hearing Ms Barron described the area as a safe residential one but she did agree there had been a recent mugging of a visitor to the block. Mr Couderc told us that the police had recommended an entry phone as a first line of defence. The landlord had no current plans to upgrade the fences etc but the rear gates (two for car park and one for service vehicles) were locked with keys available to those who use them.

54. We agree with Mr Connor that any leaseholder can go to the AGM of the freehold company and past minutes record general agreement with a plan for a door entry system. We note the minutes for the 2014 meeting record all nine attending agreeing that it was imperative that Dinerman Court take the necessary steps to reduce the risk of (entry to the block) happening again by installing an entry phone system on the Boundary Road entrance door. Those attending included two leaseholders who had objected to other proposals in the ten year scheme.

55. We therefore conclude from the evidence that most respondents/residents will benefit from a new entry phone system and we determine that if reasonable costs were incurred this, a service charge would be payable for them.

Conclusion

56. Section 27A (3) requires a Tribunal to make a specific determination of payability. Here there is no dispute and hence no need for us to determine who pays and to whom (leaseholder and landlord respectively) or the dates or manner of payment (in accordance with the lease and subject to proper demand). We were originally asked to determine the terms of the lease that support the landlords obligation to carry out and the leaseholders obligation to pay for the four specific items of works , but as explained above this is no longer in dispute between the parties.

57. Since a determination under section 27A (3) is made before works are carried out it can never be determinative of the standard of the work when finally completed.

58. The main framework of the lease is set out as an annexe to this decision. Read in conjunction with the specific clauses relied on for the four items (paragraph 11 above) we consider the lease allows for the provision of and collection of the proposed items as service charges. Caveats to this are that payability will be subject to the scope of the works, to consultation and reasonableness of costs in accordance with the provisions of sections 18, 19 and 20 of the Act. We note that the lease does not specifically provide for improvements but uses the word 'amend', but as explained above our determination on this is not required. Specifications may change and ultimately the words used in a repairing covenant will differ depending on context.

59. We are left with determining the costs that would be payable for the items in the ten year maintenance plan. However, precision as to the extent of the works, the duration of the works is still required to support a section 27A (3) determination for this element.[1]

60. The report from Smith and Baxter is a condition report for the purposes of a planned maintenance schedule over 10 years and the costs are budget costs. This is not meant as a criticism, but on the information before us we cannot be satisfied that the estimated costs will reasonable. We are assured however that with the professional assistance of Mr Smith and Mr Winton, full consultation under section 20 of the Act will be carried out. This was of concern to most if not all of the objectors. This consultation process will include competitive tendering and leaseholders will be able to suggest a contractor and comment on the scope and specification of the proposed works. In addition there is further protection for leaseholders, as service charges must be correctly demanded. Currently there is around £95,000.00 in the reserve fund and leaseholders make regular contributions to this.

61. Overall we applaud the 10 year plan and the reserve fund provision, with the prospect of both leading to a well managed block over the next decade.

V.T.Barran

Annexe : Main terms of the lease

(Leaseholder = lessee . Lessor = landlord.)

The lessees' covenants are contained in the Fourth schedule and regulations in the Fifth schedule. By clause 17 of the Fourth schedule the lessees covenant to pay to the lessor by way of the additional rent such sums are payable in accordance with the Seventh schedule. The Seventh schedule sets out in some detail the service charge resume under part 2 of the Seventh schedule are set out all the matters in which lessee is required to pay and there is provision for reserve fund. (Clause 4 under Sixth schedule).

The Sixth schedule contains the lessor's covenants of particular relevance here is clause 2:

> *The structure of the Estate Buildings and in particular the roofs foundations external walls and external wood and woodwork iron work and load bearing walls window frames (excluding the internal surfaces thereof) and timbers (including the timbers joists and beams of the floors and ceilings thereof) chimney stacks and the outside faces of all external doors (but in any case excluding the Demised Premises) Provided that if the Lessor carries out any work to the load bearing walls within the Demised Premises it will make good all damage*

[1] See *RBKC v Lessees of 1 – 124 Pond House and others [2015]UKUT 395 (LC)*

thereby occasioned to the plastered coverings plasterwork tiles and all other materials.
The gas and water pipes conduits gutters ducts sewers drains and electric wires and cables (including television wiring and aerials) and all other the gas water sewage drainage and electric ventilation installations (if any) in under or upon the Estate and enjoyed or used by the Lessee in common with the lessees or occupiers of other parts of the Estate Buildings BUT excluding such installations and services as are incorporated in and exclusively serve the Demised Premises (provided that this exclusion shall not apply to any conduits and pipes carrying or conveying water situated in under or passing through the floors screeds ceilings walls or ducts).

The lifts shafts and machinery and the passages landings and staircases and all other interior communal parts of the Estate Buildings enjoyed or used by the Lessee in common with others.

Clause 3 to the Sixth schedule requires the lessor to keep the common parts clean and reasonably lighted and in tidy condition. Clause 4 requires the lessor to insure. Clause 5 requires the lessor to employ staff or contractors or as it may be reasonably required to carry out the work of maintenance cleaning and repairs and such other duties are as are in the opinion of lessors necessary for proper running and management of the Estate.